

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES**

MARCH 1, 2016

I. Call to Order

President Wehrli called the meeting to order at 6:00 pm in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli all were present.

V. Approval of Agenda

Commissioner Cullick made a motion to approve the agenda as presented. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

VI. Citizens to Be Heard

No public comments were offered by those in attendance.

VII. Approval of Claims in an Amount Not-to-Exceed \$8,371.03

Commissioner Davidson made a motion to approve claims in an amount not-to-exceed \$8,371.03. Seconded by Commissioner Gryder.

President Wehrli reported that an audit of the electric service charges is underway.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Shaw, and Wehrli, aye. Opposed, none. Motion passed unanimously.

Commissioner Purcell entered the meeting at 6:02 pm.

VIII. Approval of Minutes

- a. Forest Preserve Commission Meeting – February 16, 2016
- b. Forest Preserve Finance Committee Meeting – February 25, 2016

Commissioner Davidson made a motion to approve the meeting minutes for the Forest Preserve Commission meeting held on February 16, 2016, and the Finance Committee meeting held on February 25, 2016 as presented. Seconded by Commissioner Shaw. All, aye. Opposed, none. Motion passed unanimously.

IX. Ordinance #16-03-001 An Ordinance Authorizing the Issuance of Not-to-Exceed \$10,000,000 General Obligation Refunding Bonds, Series 2016, of the Kendall County Forest Preserve District

Commissioner Cullick made a motion to approve Ordinance #16-03-001 authorizing the issuance of not-to-exceed \$10,000,000 general obligation refunding bonds, Series 2016, of the Kendall County Forest Preserve District. Seconded by Commissioner Gryder.

President Wehrli reported that the refunding project is underway. Commissioner Gryder inquired into whether the District was on track for a May 1, 2016 closing date. Director Guritz reported there was a slight delay in putting out the call for underwriters, but the May 1, 2016 closing is reasonable.

Commissioner Gilmour asked about the anticipated savings. Director Guritz reported that the anticipated savings is approximately \$1.1 million, resulting in an overall savings to the average taxpayer of \$26 per household for an average home value of just over \$200,000.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Purcell, Shaw, and Wehrli, aye. Opposed, none. Motion passed unanimously.

X. Resolution #16-03-002 A Resolution of Appreciation to Acknowledge and Authorize The Conservation Foundation's Contribution of an Ecological Restoration Project at Schessler's Fen

Commissioner Cullick made a motion to approve Resolution #16-03-002 to acknowledge and authorize the Conservation Foundation's contribution of an ecological restoration project at Schessler's Fen. Seconded by Commissioner Gryder.

Director Guritz reported that in honor of the late Harold Schessler, The Conservation Foundation approached the District to sponsor and contribute an ecological restoration project at Schessler's Fen valued at just under \$8,300 with Bedrock Earth Landscapes, LLC. The firm carries the requisite insurance.

Commission Koukol asked whether this would require continued upkeep and maintenance. President Wehrli stated that all natural areas require ongoing restoration and management, but appreciated the significance of the contribution in terms of providing restoration assistance to the fen area to support the rare plants present at the site.

Commissioner Purcell inquired into the source of the District's mission statement included with the Resolution. Director Guritz responded that the mission statement is a paraphrase of the stated purposes within the Illinois Downstate Forest Preserve District Act.

Roll call: Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Purcell, Shaw, and Wehrli, aye. Opposed, none. Motion passed unanimously.

XI. Executive Session

None.

XII. Other Items of Business

Director Guritz reported that the Maramech Forest Preserve restoration project is underway, with a significant amount of honeysuckle already cleared. The work will continue next week with a large workday that will take place on either Wednesday or Thursday, weather permitting.

Commissioner Gryder inquired into whether additional costs will be incurred for ash tree clearing activities. Director Guritz stated that the bulk of clearing needs was completed last winter, where the focus was on protecting the District's buildings and high-use areas. Ash trees continue to fall within preserve areas, with staff clearing of trees across trails expected to continue over the next few years after high wind days.

President Wehrli reported that the Stephanie's Garden Stakeholder's Group had met to discuss Commission directions and first-phase plans for the buildout of the nature play space at Hoover Forest Preserve, with the group planning to present plans at an upcoming Commission meeting.

XIII. Citizens to Be Heard

An individual present, who did not state their name for the record, stated that whoever is in favor of the cupcake ordinance would have the individual's vote in the upcoming election. President Wehrli stated that this would be discussed at the Kendall County Board meeting.

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XIV. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Koukol. Aye, all. Opposed, none. Meeting adjourned at 6:12 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
PROGRAMMING AND EVENTS COMMITTEE MEETING MINUTES
MARCH 2, 2016**

I. Call to Order

Chairman Flowers called the meeting to order at 6:07 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Gilmour, Purcell, and Flowers all were present.

III. Approval of Agenda

Commissioner Gilmour made a motion to approve the agenda. Seconded by Commissioner Purcell. All, aye. Opposed, none.

IV. Citizens to be Heard

No public comments were offered by those in attendance.

V. Ellis House and Equestrian Center – Proposed License Agreement Updates

Director Guritz presented a summary of terms for the proposed license agreement to relocate a therapeutic riding program and not-for-profit to the Ellis Equestrian Center.

Director Guritz reported that the agency is a PATH (Professional Association for Therapeutic Horsemanship) member program, and retains the recommended insurance requirements recommended by the Association, which is less in certain coverage areas than the deductible limits recommended by the State's Attorney's Office.

Based on the attorney review, joint indemnification provisions have been removed, as this practice is not allowable for a government agency. The revised agreement also included provisions for payment of leasehold taxes under State law, which is being examined to determine what impact, if any, this would have within the agreement.

Director Guritz reported that the agency provides services for approximately 30 clients with varying disabilities. These types of programs are fairly common, with another program operating in northern Kendall County. Their clients are primarily children, but they do extend services to disabled adults as well.

As part of the agreement, the agency would relocate to Ellis. They will stall four horses at Ellis, with provisions allowing for mutual exchange of horses to support each agency's program needs. These exchanges will need to be evaluated over the first year of operation to determine suitability of horses to extend support to each program.

The Programming and Events Committee discussed the anticipated revenues and expenses. Within the agreement, a monthly fee of \$1,490 is paid to the District, with District staff extending time to support the care of the horses 5.5 days per week, with the licensee extending care on 1.5 days per week, requiring an estimated 12 hours of additional staff time per week, approximately 2 hours per day.

Commissioner Gilmour inquired into whether the therapeutic riding program would impact the District's schedule for programs. Director Guritz stated that this has been examined. Within the agreement, both agencies agree to work together to create a shared program schedule. On high volume program days, both agencies will limit lessons and programs taking place within the shared use arenas, but both programs will be able to operate at the same time. In taking this approach, impact to programs and lessons should be minimal.

Both agencies will work to steer clear of high volume program days.

Commissioner Purcell asked who would be overseeing scheduling for the license agreement. Director Guritz stated that Amy Martin will be coordinating the schedule. Amy Martin stated that she anticipates the partnership will likely bring in additional clients to the District's programs.

Commissioner Purcell asked whether the agreement includes provisions that would limit or preclude the agency from offering lessons to non-disabled clients. Director Guritz stated he would review the agreement to make sure that limiting language is included, but added that the agency has extended lessons to a limited number of non-disabled individuals with some immediate relation to the disabled rider, usually a parent or sibling. Commissioner Purcell stated that he would not support the agreement unless provisions limiting this extension were included, expressing that the District should not be in direct competition with the agency.

Amy Martin added that the agency runs a very different program than the District's public program offerings, and carries a higher expense over the District's lessons program.

The Programming and Events Committee discussed re-homing Polly. Polly is no longer a good fit for the program, and the additional stall space is needed to support the agreement.

The Programming and Events Committee discussed the ADA access improvement needs for the program. The agency is expected to cover the costs and/or secure donations for the improvements which include blocking off the wash stall for tack storage, and installing approximately 50-75 feet of sidewalk and side entrance to the indoor arena. The agency has a grant that should cover these improvements.

The Programming and Events Committee discussed the division of horse care responsibilities. Director Guritz reported that high volume program days for the agency occurs on Sunday and Monday. On these days, the agency has offered to extend horse care support on these work days. In addition, it is anticipated that the agency's volunteers will likely extend support for horse care alongside District volunteers to support horse care activities.

Commissioner Purcell inquired into how the monthly fee was established. Director Guritz stated that the fee is based on what the agency currently pays for boarding at their current facility.

The Programming and Events Committee reviewed the monthly fees and costs. Staff costs discussed, for estimation purposes, is \$9,600 including benefits representing 730 hours at \$11 per hour plus 18% for extended benefits. \$2,400 is anticipated for purchase of stall shavings, with an opportunity cost resulting from extending hay supplies. Amy Martin stated that each horse would need half a bale per day. With four horses, two bales per day would be needed October through April. At a market cost of \$5 per bale, cost would be approximately \$2,100. Based on the analysis, after costs, the District's net would be approximately \$5,000.

Based on this review, it was recommended to negotiate an increase in the initial monthly fee to \$1,500 through the end of the fiscal year, with an increase to \$1,600 per month (or higher) in the subsequent fiscal year, and \$1,700 in the following year. Director Guritz stated he would discuss this with the agency and modify the agreement accordingly. The District also can extend other opportunities, including waived usage fees of District facilities to support the agency's fundraising efforts.

VI. Environmental Education Program Updates

The Programming and Events Committee reviewed a report from Program Coordinator Emily Dombrowski. The Animals in Winter program that initially cancelled its program due to fees as reported at the last Committee meeting did come up with the funding to move forward, and the program received good reviews.

The Programming and Events Committee discussed a comparison of FY 15 and FY 16 program reservations for Animals in Winter. While revenues were up in FY 16, attendance was higher in FY 15. The Programming and Events Committee requested that future reports include a comparison of all programs offered over the period.

Director Guritz presented a summary report on current summer program reservations generated by Rebecca Antrim.

Director Guritz reported that Natural Beginnings is nearly full, with only two openings remaining in the 3-day afternoon program.

The Programming and Events Committee discussed the supply purchase request for two rugged digital cameras at a cost of \$278 for each unit. Director Guritz stated he would request a justification from Megan Gessler prior to making the purchase.

The Programming and Events Committee discussed credit card purchases and application of reward points. Changes in how these points are applied would need to be discussed with the Treasurer's Office.

VII. Equestrian Program Updates

The Programming and Events Committee discussed progress with integrating the new horse, Shadow, into District programs. Amy Martin reported that Shadow will be eased into program usage, with some initial training needed prior to utilizing Shadow within inexperienced rider lessons. The veterinarian's assessment is that at 17 years of age, Shadow is in great shape for her age.

Amy Martin reported that a steady stream of lessons has continued over the winter months. Lessons are taking place on Tuesday and Thursday evenings, and Saturday and Sunday mornings, 9 am to 1 pm, with 5 lessons extended within each session on average.

Commissioner Purcell requested a comparison of FY 15 to FY 16 lessons offered.

The Programming and Events Committee discussed negative comments that were published on a District's call for volunteers within a social media group. Director Guritz stated that addressing these types of issues that present are a team effort, with emphasis on reporting and communicating how these issues are being handled.

VIII. Facility Rental Updates – Ellis House and Meadowhawk Lodge

The Programming and Events Committee discussed facility use projections for Ellis House weddings and use of Meadowhawk Lodge. The District budgeted for 12 events, with 16 currently scheduled. Reservations for Meadowhawk Lodge currently scheduled will achieve 90% of the projected revenues for the year.

The Programming and Events Committee emphasized the need to manage staff salaries to insure that program costs fall below the program gains.

The Committee reviewed the report on weddings provided by Tina Villarreal. Based on the report, additional online marketing opportunities with "The Knot," "Rustic Bride," and "The Wedding Wire."

Director Guritz attributed the increase in facility usage to marketing, word of mouth, and increase in exposure resulting from the increased number of events hosted.

The Committee reviewed the RecPro report format included with the Committee's packets.

IX. Citizens to be Heard

None.

X. General Discussions and Updates

None.

XI. Executive Session

None.

XII. Adjournment

Commissioner Gilmour made a motion to adjourn. Seconded by Commissioner Purcell.
Aye, all. Meeting adjourned at 7:28 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
FINANCE COMMITTEE MEETING MINUTES**

MARCH 9, 2016

I. Call to Order

Finance Committee Chair Cullick called the meeting to order at 4:36 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Davidson, Koukol, Wehrli, and Cullick all were present.

III. Approval of Agenda

Commissioner Koukol made a motion to approve the agenda as presented. Seconded by Commissioner Wehrli. Aye, all. Opposed, none.

IV. Citizens to be Heard

No public comments were offered.

V. Approval to Forward Claims in an Amount Not-to-Exceed \$10,970.08.

Commissioner Davidson made a motion to forward claims to Commission in the amount of \$10,970.08. Seconded by Commissioner Wehrli.

The Finance Committee reviewed the claims list. The Finance Committee inquired into claim #143 for electrical service at Baker Woods Forest Preserve. Marty Vick informed the Committee that there is electrical service at the pavilions off of Route 52. Commissioner Koukol stated that the Finance Committee is looking into electrical service costs at other District locations. Director Guritz stated that efforts are underway to create a spreadsheet of the District's meters to see how charges are coming in over time, as well as looking at how often ComEd is actually reading the meters to get a better understanding of our actual usage. In review of the Meadowhawk Lodge meter, the District has four blowers running continuously. This is how the system is designed, and there's not a clear solution for reducing usage or addressing the vent noise issue.

Commissioner Davidson inquired into claim #195 for van repairs. Director Guritz reported that the van was damaged by an animal that chewed through cables and lines. This was also the first time the van had been taken in for repairs since the initial purchase.

Commissioner Wehrli inquired into claim #199 for refuse pickup for Harris and Hoover Forest Preserves. Director Guritz stated he would look at the billing to see what was included in the billing, and the time span covered.

Finance Committee Chair Cullick called the question. Aye, all. Opposed, none. The motion was unanimously approved.

VI. Review of FY 15-16 First Quarter Financial Statements

The Finance Committee reviewed the first quarter financial statements.

Director Guritz reported that he has been working with Latreese Caldwell and Rebecca Antrim to clean up budget coding issues from the first part of the fiscal year prior to the transition to the new GL codes, and coding errors identified. For example, Hoover Forest Preserve full time salaries have been miscoded to part time salaries. The goal is to reassign costs incurred to the correct budget line items.

Director Guritz reported that under 27010001514 Farm License Revenue, on a cash basis, the District received \$41,822.68 for yield payments. Within the audit, approximately \$40,000 was accrued back to FY 14-15, representing the 2015 assigned farm lease payment of \$30,000 received for Fox River Bluffs, and \$10,000 representing the combined 2015 yield payments for the Mathre farm lease agreement.

Commissioner Gryder entered the meeting at 4:50 pm.

Latreese Caldwell distributed a separate report providing a reconciled breakdown of each of the cost centers and programs. Cost centers include Administration, Grounds and Resources, Environmental Education, Ellis House and Equestrian Center, Hoover Forest Preserve, and Natural Areas Volunteers.

Commissioner Gryder expressed appreciation for the amount of detail now available within the financial reports.

Latreese Caldwell commented that one of the advantages of the new reports is that the District will be able to track when revenues are received over the course of the year.

Commissioner Koukol commented that an example of this is with the Environmental Education cost center. The cost center is currently running a deficit of \$1,027, but was not concerned about this because the bulk of revenues are anticipated for spring and fall programs, Natural Beginnings quarterly payments, and summer camps.

Director Guritz commented that as RecPro comes on line, we will be able to provide revenue forecasts based on current reservations. Current Meadowhawk Lodge reservations, for example, achieve 90% of the projected budget, with a high likelihood for exceeding revenue projections for the year. The same is true for Ellis House rentals. Director Guritz stated that Programming and Events found three online reference sites that contributed to bookings. Staff is looking at expanded marketing opportunities through these sites.

VII. Sunrise Center, Inc. – Sunrise Center North License Agreement Updates

The Finance Committee discussed a report outlining the terms for a proposed license agreement with Sunrise Center, Inc. – Sunrise Center North, a PATH-member therapeutic riding program for individuals with disabilities.

Director Guritz stated that the program is a good fit in terms of addition a new dimension of services and partnership with Sunrise Center North, and in terms of overall site capacity. Sunrise Center North needs four stalls, and the District has four stalls available.

In order to insure that the negotiated terms result in a positive net gain for the District, the Programming and Events Committee reviewed the proposed terms during the Committee's March meeting. Based on the review, the proposed monthly license fee was increased to \$1,500 for the remainder of the fiscal year, increasing again to \$1,600 per month for the remaining 24 months of the agreement.

The Committee reviewed the cost breakdown within the proposed agreement. Director Guritz stated that one of the advantages of the agreement is that it extends the amount of time for horse care activities, providing an opportunity to attract volunteers on a regular basis to participate in weekly shifts.

The anticipated monthly net gain after salaries and supplies is \$650. This gain is reduced if the District is required to purchase hay in any given year. Based on cost calculations should the need arise to purchase hay on the open market, net gain reduced, but still positive. This is a worst case scenario that would only materialize if the District's hay field failed to yield all or a portion of the supply needed for that year.

Commissioner Gryder requested clarification on whether the proposed agreement requires Sunrise North to pay for any needed improvements. Director Guritz stated that this is the case, but the District will lend staffing support for the improvement projects. Anticipated projects include closing off the wash stall for storage, and installation of a sidewalk and side entrance to the indoor arena to accommodate the ADA access ramp.

Commissioner Davidson inquired into where the group is currently located. Director Guritz stated that the agency is currently located in Kendall County.

Director Guritz stated that the only challenge with the proposed agreement provisions is the potential liability resulting from the mutual exchange of use of horses to support programs.

Commissioner Koukol inquired into whether the agreement could be cancelled if Sunrise Center North failed to make monthly payments to the District. Director Guritz stated that this would result in a contract default, providing the basis for suspending or terminating the license agreement.

Commissioner Davidson suggested that if exchanging horses is problematic, an alternative approach would be to include the ability to exchange the rental of horses within the agreement provisions. This would create a separation for liability purposes.

VIII. Kendall County Transportation Alternatives Program (KC-TAP) Funding Intergovernmental Agreement Updates

Director Guritz reported that he had contacted Fran Klaas to request consideration for increasing the KC-TAP grant to \$6,000 in order to cover 50% of the costs for the Route 34 trail improvement project. The intergovernmental agreement has been revised, and will come before Commission for approval once approved by Kendall County.

IX. Review of Costs for Proposed Ellis House Improvements

Farm Manager Marty Vick provided updates on repair needs for Ellis House. Mr. Vick reported that he had secured three quotes for painting and caulking, and was in process of securing comparable quotes for window replacements.

Mr. Vick reported that he has gone back to the contractors extending quotes for the windows, painting, and caulking to insure that all are quoting the same or comparable materials. As part of this effort, the Anderson 400 series, or comparable model has been specified, prefinished which includes a 10-year extended warranty.

The specification also requires a casement window in the dining room, and a fixed frame window in the bride's room. This allows for ventilation in the dining room where this is needed. Sufficient ventilation is present in the bride's room.

Commissioner Koukol inquired into whether quotes for a comparable Pella window had been researched. Mr. Vick reported that he did request an updated quote from the Pella contractor, but the contractor quote received was for an inferior all vinyl window model.

Commissioner Wehrli inquired into whether unit costs have been extended for any additional work that may be required. Mr. Vick reported that one of the quotes includes replacement of the window lower base board of the window frame as part of the estimate. Anticipated window replacement cost is anticipated to come in around \$18,000.

For the painting and caulking, quotes range from \$9,899 to \$15,983. Mr. Vick is researching paint product to make sure it is approved for dryvit applications, and has requested material specifications for what was included within the quotes received.

Commissioner Cullick inquired into whether the adjustor had extended estimates for repair or replacement of the Ellis House roof. Director Guritz stated that the adjustor was on site on Friday, and that an estimate will be forthcoming and passed along to her for review and possible negotiation of a settlement for roof replacement costs.

Director Guritz thanked Mr. Vick for the additional effort with securing comparable quotes.

X. Executive Session

None.

XI. Citizens to be Heard

No public comments were offered.

XII. Other Items of Business

None.

XIII. Adjournment

Commissioner Koukol made a motion to adjourn. Seconded by Commissioner Gryder. All, aye. Meeting adjourned at 5:28 pm.

Respectfully submitted,

David Guritz

Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING MINUTES**

MARCH 9, 2016

I. Call to Order

President Wehrli called the meeting to order at 5:32 p.m. in the Kendall County Board Room.

II. Roll Call

Commissioners Cullick, Davidson, Gilmour, Gryder, Koukol, Prochaska, Purcell, and Wehrli all were present.

III. Approval of Agenda

Commissioner Davidson made a motion to approve the agenda as presented. Seconded by Commissioner Gryder. All, aye. Opposed, none. Motion passed unanimously.

IV. Citizens to be Heard

No public comments were offered by those present at the meeting.

V. Director's Report

Director Guritz reported that the call for proposals for an underwriter for the 2016 refund bonds has been published, with proposals due March 18 for approval at the first Commission meeting in April.

The Maramech Forest Preserve restoration project is underway, with a large-group work day scheduled for Thursday which will include cleanup and burning of the cleared honeysuckle to open up the woodland areas. Director Guritz reported he is looking into a Fish and Wildlife Service cost share program to continue restoration efforts, with a goal of clearing a rare Black Oak woodland area of the preserve.

Commissioner Gryder inquired into the current position openings. Director Guritz reported that April Morris was promoted to the part time Environmental Education Coordinator position, with a part-time Environmental Education Instructor position opening posted to fill the created vacancy as a result of April's promotion.

Commissioner Davidson inquired into the scope of work for the bridge replacement at Richard Young. Director Guritz reported that significant bank erosion has occurred at the bridge location due to high-velocity storm waters. A longer single-span bridge is needed, with armoring of the stream bank to insure that the replacement bridge remains intact. Commissioner Davidson suggested that O'Mally's Welding may have a bridge in storage that would suffice.

President Wehrli stated that site access is an issue that would preclude hauling in of a bridge to the site. Director Guritz stated he was looking into options for the replacement.

VI. FY 14-15 Audited Financial Statements (Matt Schueler and Brooke Woodinmiller, WIPFLi, Inc.)

Matt Schueler and Brooke Woodinmiller with WIPFLi Inc. presented an overview and summary of the District's FY 14-15 Audited Financial Report.

Mr. Schueler reported that in the independent audit report is unmodified, or a clean opinion.

The audit includes a new pension liability reporting section.

Mr. Schueler reported that there were no compliance issues within the single audit performed for the District's \$750,000 federal grant.

Within the District's Statement of Net Position (page 10), total assets grew from \$79.9 million in 2014 to \$81.9 million in 2015, with land assets accounting for just under \$65 million. The District held \$6.5 million in cash, deposits and investments.

The District closed the year with \$46.5 million in bonded debt, reduced from \$47.2 million in 2014.

The overall net position increased to just over \$27 million by year's end, consisting of the balance of net investments, restricted funds, and unrestricted assets.

Mr. Schueler reported that in accordance with the new pension liability reporting standard, deferred outflows of pension resources totaling \$110,555 is recorded, with net pension liability assigned to the District of \$169,075. This amount is a calculated proportion of Kendall County's total net pension liability. The District's and County's pension plan is 92% funded, which indicates a well-funded plan. The Committee of the Whole discussed the overall pension liability.

Mr. Schueler summarized the Governmental Funds Balance Sheet (pages 12-14). The District's Total Governmental fund balance is \$6.3 million, of which \$245,789 is considered unassigned, with the reminder restricted for debt service and capital projects. Mr. Schueler reported that the general fund balance was a deficit of (\$34,000) in the prior year, with the transfer of interest earnings establishing a positive operating fund balance of \$245,879. The Committee of the Whole discussed the District's debt service fund balances.

Mr. Schueler reported that the District's cash deposits with financial institutions (Note 3 – page 25-31) is insured and collateralized.

Mr. Schueler presented the District's Pension and Retirement Systems report (Note 6 – Page 27). The Committee of the Whole discussed the presented report. Commissioner Purcell expressed concerns over the long-term sustainability of the pension program.

Mr. Schueler distributed a separate summary report of "Revenues by Source and Expenditures by Function for the Last Three Fiscal Years."

The Committee of the Whole discussed the General Fund audit report (Pages 39-40). The operating fund ended with a deficit prior to the transfer of (\$6,563), and post-transfer balance of \$245,789. The Committee of the Whole observed that the past year's operating fund deficit prior to transfer was (\$188,248), with Matt Schueler stating that this was a tremendous improvement over the past year.

VII. Stephanie's Garden – Hoover Nature Play Space Stakeholder's Group – Proposed Phase I Scope of Work

Director Guritz reported on the results of the meeting with the Stephanie's Garden Stakeholder's Group, including discussion of policies for securing approval for phased work plans, and scope of work for the first phase build-out of the play space elements.

Director Guritz presented a report outlining the guidelines for executing a phased development of the nature play space. Guidelines and requirements proposed included:

1. Commission pre-approval for each phase of work planned.
2. Forest Foundation acceptance of donations of funding and construction materials.
3. Consultation with Upland Design to assist with defining the scope of work, ADA requirements, and development of construction drawings when needed/required.
4. Once approved by Commission, District staff will work to secure any required permits for each phase of work.

Director Guritz introduced Mr. and Mrs. Jeff and Jackie Harvey, and Lisa Casbarian to discuss the proposed first-phase construction of the nature play scape. Ms. Casbarian reported that the stakeholder's group had met to discuss next steps, with donations for excavation work and pipefittings for construction of a water service line and mud kitchen secured, including support for constructing the drainage basin area and rain garden for the project.

Mrs. Harvey reported that development of the project began two years ago with support from Dr. Natalie Drummond and Megan Gessler working to establish the garden area with community support. Fundraising efforts have raised over \$6,000 for the project held by the Forest Foundation.

Commissioner Koukol inquired into the history of past presentations on the project. Director Guritz stated that at this point, Upland Design had completed the overall site plan, and from previous meetings, Dr. Natalie Drummond had offered to assist with fundraising efforts for larger contributions to the project.

President Wehrli stated that he would be taking an active hand in providing the labor and securing donations of construction materials.

Commissioner Koukol stated that once this project gets up and running, he anticipates that contributions for future phases will be easier to come by.

Commissioner Purcell inquired into what the cost will be to the District, including ongoing maintenance. Director Guritz stated that there will be no direct costs to the District, with each element designed to limit maintenance efforts.

Consensus of the Committee of the Whole was to place a motion on the agenda for the next meeting to approve the first phase development of the site plan.

VIII. Sunrise Center Inc. – Sunrise Center North License Agreement for the Operation of a Therapeutic Riding Program at Ellis House and Equestrian Center

Director Guritz reported on a proposed license agreement with Sunrise Center, Inc. – Sunrise Center North for relocating their program operation to Ellis House and Equestrian Center. Kris Mondrella, Program Director for Sunrise Center North, presented an overview of their therapeutic riding program. The mission of Sunrise Center North is to provide therapeutic riding services enhancing the cognitive development and social well-being for individuals with special needs, disabled veterans, and seniors. Current clients are afflicted by autism, cerebral palsy, development delays, muscular sclerosis, muscular dystrophy, and blindness.

President Wehrli stated that the only remaining question on the agreement is whether the District's insurance coverage will extend to programs where Sunrise Center horses are being used to support District programs.

Commissioner Davidson asked where Sunrise Center students originate. Ms. Mondrella reported that students are referred to the Center's services from school districts, special recreation associations, and park districts. Sunrise Center is a PATH member.

Commissioner Koukol inquired into the approximate number of students enrolled. Ms. Mondrella reported that she typically extends services to 10-20 students per six-week session.

Commissioner Koukol commented that in review of the contract, Sunrise Center staff and volunteers will extend care to all horses on one and a half days each week, with the District extending care over the remaining five and a half days, and asked how this distribution was determined. Ms. Mondrella stated that Sunrise Center is actively programming on Sundays and Mondays each week, which allows for Sunrise Center staff and volunteers to extend care on those days.

Commissioner Davidson inquired into whether this agreement would require more District staff. Director Guritz reported that the increase in hours needed for horse care would be assigned to the current part time Equestrian Program Coordinator and Barn Hand and Horsemanship Instructors. Additional support will be provided by the Farm Manager, Ellis House and Equestrian Center Seasonal workers, and the Ellis House Caretaker.

Commissioner Purcell inquired into whether the license agreement monthly fees had been examined following the Programming and Events Committee meeting. Director Guritz

stated that a monthly fee increase was negotiated with Howard Nelson, Board Trustee with Sunrise Center, Inc., with the increase to \$1,500 through the end of November, and \$1,600 for the remainder of the term of the agreement restated in the current draft of the agreement.

Commissioner Purcell inquired into whether there were any changes in the District's assumptions for expenses. Director Guritz stated that the opportunity cost, and market cost for the potential purchase of hay was examined. If the District experienced a poor harvest year for hay, additional cost would be incurred for purchase of hay on the open market, which would reduce the District's overall net gain over costs for those months that hay needed to be purchased. That said, the overall agreement still results in a positive financial gain for the District.

Commissioner Purcell inquired into how Sunrise Center acceptance of non-disabled clients is regulated within the agreement. Ms. Mondrella reported that Sunrise Center North does extend lessons to a few non-disabled clients, but this is limited to family members that have expressed interest in participating alongside their family member. Ms. Mondrella stated that with few exceptions, non-disabled individuals connected with the Sunrise Center program will be referred to Ellis staff for lessons.

President Wehrli stated that this would be put to a vote next Wednesday, with Director Guritz following-up with the District's insurance carrier.

Commissioner Gilmour inquired into whether David Berault with the State's Attorney's Office would be available to discuss liability concerns with the Commission. President Wehrli stated that David Berault will be present at next week's meeting, and that Commissioners should have received an email with an invitation to discuss any of the provisions directly with the State's Attorney's Office.

Commissioner Purcell inquired into the costs for the ADA improvements needed to accommodate the Sunrise Center North program. Director Guritz stated that the costs for all improvements will be covered by Sunrise Center, with the District supporting efforts to secure donations and extending staff support to assist with the improvements.

IX. Baker Woods Forest Preserve Wetland Mitigation Project

Director Guritz introduced Vince Mosca, Vice President and Senior Ecologist with Hey and Associates, Inc. who presented a PowerPoint presentation and overview of the process for establishing a wetland mitigation bank, the financial and project work considerations, and the potential for establishing a wetland mitigation bank and project site at Baker Woods Forest Preserve.

In order to establish a wetland mitigation bank, an interagency committee reviews all candidate site proposals. Once approved by the interagency committee, 30% of the mitigation credits become available for sale on the open market, with the market currently supporting per-acre mitigation purchase price between \$40,000 and \$50,000.

Another 30% of the anticipated total credit becomes available following completion of the rehydration and seeding of the mitigation area, with the remaining 40% available once regulatory signoff is achieved.

Credit is assigned on a 1:1 basis for farmland restored to wetland, 1:4 for enhancement of existing wetland areas and 1:10 for establishment of natural area buffer zones around the restored wetland areas.

Banks can be established by private and government entities, and banks can be private or public, with private banks established to offset wetlands impacted by that particular agency.

Commission discussed the boundaries of the Rock Island District of the US Army Corps of Engineers which includes Kendall County.

Vince Mosca reported that development is on the upswing, with a need for active banks in the Rock Island District.

Ideal mitigation bank areas are located within relatively flat areas, with positive drainage from surrounding topography, with pre-existing hydric soils present. Engineering design and drainage law requires that surrounding lands will continue to drain through District property.

Commission discussed the prerequisite conditions necessary to establish a wetland mitigation bank site. Director Guritz reported that based on review of preserve land holdings, Baker Woods Forest Preserve is the only candidate site currently that fits the criteria.

President Wehrli asked Commission if they were comfortable with taking the next steps to look at the potential costs for establishing a wetland mitigation bank project at Baker Forest Preserve. While some reservations were expressed, Commission provided instruction to District staff to bring forward an initial proposal for determining project costs.

X. Kendall County Intergovernmental Agreement for Transportation Alternatives Program (KC-TAP) Funding for Route 34 Multi-Use Trail Construction

Director Guritz reported that the intergovernmental agreement has been revised with funding award from the KC-TAP program to the District increased to \$6,000. Once the Kendall County Board approves the intergovernmental agreement, the agreement will be brought to Commission for approval.

XI. Meadowhawk Lodge Repairs – Wight and Company Proposal and Gallagher Basset Settlement and Release

Director Guritz presented a proposal from Wight & Company, Inc. to complete the repairs of Meadowhawk Lodge with a total cost estimate of \$12,330. A settlement and release

totaling this amount has been received from the insurance carrier, Gallagher and Basset. The State's Attorney's Office is recommending completion of the work first in order to insure that the full cost for the repairs is known before signing off on the insurance company's release.

XII. Review of Costs for Proposed Ellis House Improvements

Director Guritz reported that Ellis Farm Manager, Marty Vick is currently working to secure comparable quotes for the replacement of a portion of the Ellis House windows, and completion of painting and caulking of the entire house. Estimated cost for replacement windows is approximately \$18,000, with a cost estimate of \$9,000 - \$11,000 for completion of exterior painting and caulking.

An IPMG estimator has completed an inspection of the Ellis roof damaged by the wind storm in December. Director Guritz was instructed to work with Commissioner Cullick to negotiate the cost contribution from the insurance company for the roof replacement. Once the cost share is understood, the roof replacement specifications will be developed for bidding out the project.

The Committee of the Whole discussed the proposed costs.

Commissioner Koukol stated he is concerned about the window replacement costs.

Commissioner Gryder stated he is also concerned about ongoing capital costs for Ellis House improvements.

President Wehrli reminded the Committee that Hoover Forest Preserve required a significant capital investment following acquisition.

Commissioner Purcell questioned whether the Sunrise Center would be able to operate if the Ellis House was demolished. Director Guritz stated that Sunrise Center plans to use the classroom area occasionally, but most of their program utilizes the stable and riding arena(s).

Commissioner Gilmour stated that without the Ellis House, the site would no longer attract weddings.

Commissioner Davidson suggested that demolishing the Ellis House and replacing it with a pole barn may be a good solution to the ongoing maintenance issues with the Ellis House.

Commissioner Gilmour stated that brides do not want to change in a pole barn.

XIII. Citizens to Be Heard

Jerry Bannister stated that Route 34 trail plans may be impacted by Fox River Water Metro District property changes, suggesting Commission keep an eye out for those changes. Mr. Bannister also cautioned about fecal matter and waterborne diseases issues that could be a concern with the Hoover Nature Play Space mud kitchen.

XIV. Executive Session

Commissioner Koukol made a motion to enter into executive session under 2(c)1 and 2(c)5 of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity; and to discuss the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Seconded by Commissioner Cullick.

Roll call: Commissioners Davidson, Gilmour, Gryder, Koukol, Prochaska, Purcell, Cullick and Wehrli, aye. Opposed, none. Executive session called to order at 7:52 pm.

Commissioner Koukol made a motion to adjourn from Executive Session. Seconded by Commissioner Cullick. Aye, all. Regular meeting reconvened at 8:07 pm.

XV. Other Items of Business

None.

XVI. Adjournment

Commissioner Gryder made a motion to adjourn. Seconded by Commissioner Koukol. Aye, all. Opposed, none. Meeting adjourned at 8:08 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

ORDINANCE NO. 16-03-003

AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE KENDALL COUNTY FOREST PRESERVE DISTRICT AND SUNRISE CENTER, INC. – SUNRISE CENTER NORTH FOR THE OPERATION OF A THERAPEUTIC RIDING PROGRAM AT ELLIS HOUSE AND EQUESTRIAN CENTER

WHEREAS, the Kendall County Forest Preserve District ("DISTRICT") owns certain property at Baker Woods Forest Preserve in Kendall County commonly known as the Ellis House and Equestrian Center; and

WHEREAS, there is located on said property buildings and improvements commonly known as the Ellis House, Ellis Stable and Indoor Riding Arena, Outdoor Riding Arena, Fenced Feed Lot and Pastures, and Storage Barn; and

WHEREAS, the DISTRICT desires to accommodate the operation of Sunrise Center, Inc. - Sunrise Center North's ("LICENSEE") therapeutic riding program for individuals with disabilities; and

WHEREAS, due to its limited resources, the DISTRICT has determined that the most efficient and cost-effective manner of operating a therapeutic riding program is through the licensing of an outside organization; and

WHEREAS, LICENSEE is a not-for-profit 501(C)3 charitable organization incorporated for the specific purpose of providing therapeutic equestrian activities for individuals with disabilities; and

WHEREAS, pursuant to the Downstate Forest Preserve District Act (70 ILCS 805/7b) the DISTRICT is authorized to issue a license for any activity reasonably connected with DISTRICT purposes; and

WHEREAS, the DISTRICT and LICENSEE desire to establish a relationship with respect to the operation of a therapeutic riding program at the Ellis House and Equestrian Center as provided for herein.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Kendall County Forest Preserve District as follows:

1. The recitals set forth above are incorporated herein and made part hereof.
2. The President is hereby authorized to sign, and the Secretary is hereby directed to attest to, the agreement attached hereto and made a part hereof as Exhibit 1 entitled "A License Agreement for the Operation of a Therapeutic Riding Program at Ellis House and Equestrian Center."
3. The Executive Director is hereby delegated the responsibility of carrying out the terms of said License Agreement.
4. The Secretary is hereby directed to transmit a certified copy of this Ordinance to the Executive Director, and Board of Trustees of Sunrise Center, Inc. –

Sunrise Center North, to the attention of Kris Mondrella, 23061 South Thomas
Dillon Drive, Channahon, IL 60410.

PASSED AND APPROVED by the President and Board of Commissioners of the
Kendall County Forest Preserve District this 15th day of March, 2016.

APPROVED: _____

President

ATTEST: _____

Secretary

EXHIBIT 1

A LICENSE AGREEMENT FOR THE OPERATION OF A THERAPEUTIC RIDING PROGRAM AT ELLIS HOUSE AND EQUESTRIAN CENTER

THIS LICENSE AGREEMENT is made and entered into by and between the KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS, a body corporate and politic, hereinafter referred to as the "DISTRICT," and SUNRISE CENTER, INC. – SUNRISE CENTER NORTH, an Illinois not-for-profit corporation, hereinafter referred to as the "LICENSEE."

WITNESSETH:

WHEREAS, the DISTRICT owns certain property in Kendall County at Baker Woods Forest Preserve commonly known as the Ellis House and Equestrian Center; and,

WHEREAS, there is located on said property buildings and improvements commonly known as the Ellis House, Ellis Stable and Indoor Riding Arena, Outdoor Riding Arena, Fenced Feed Lot and Pastures, and Storage Barn; and,

WHEREAS, the DISTRICT desires to accommodate the operation of the LICENSEE'S therapeutic riding program for individuals with disabilities; and,

WHEREAS, due to its limited resources, the DISTRICT has determined that the most efficient and cost-effective manner of operating a therapeutic riding program is through the licensing of an outside organization; and,

WHEREAS, LICENSEE is a not-for-profit 501(C)3 charitable organization incorporated for the specific purpose of providing therapeutic equestrian activities for individuals with disabilities; and,

WHEREAS, pursuant to the Downstate Forest Preserve District Act (70 ILCS 805/7b) the DISTRICT is authorized to issue a license for any activity reasonably connected with DISTRICT purposes; and,

WHEREAS, the DISTRICT and LICENSEE desire to establish a relationship with respect to the operation of a therapeutic riding program at the Ellis House and Equestrian Center as provided for herein.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions set forth herein, the parties agree as follows:

1.00 LICENSE GRANTED

1.01 Purpose: Except as otherwise provided in Section 4.05, LICENSEE, as the DISTRICT's exclusive licensee, is hereby authorized to operate a therapeutic riding program as defined in Section 1.02 for furthering the purposes and objectives of the DISTRICT. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state herein. Further, the rights granted by DISTRICT herein shall vest only in LICENSEE and no such rights shall vest in any of LICENSEE'S employees, agents, subcontractors or

partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property containing the LICENSED PREMISES.

1.02 Licensed Premises: The LICENSED PREMISES shall consist of exclusive rights and use of four of eight horse stalls and a tack and equipment storage area at the Ellis Stable, including shared and scheduled access and use of the attached Indoor Arena within the access limits set forth in Sections 2.04 and 2.05, access and use of the Outdoor Arena, Fenced Feed Lot and Pasture Areas; access and use of the Storage Barn within the limits set forth in Sections 2.04 and 2.05; access and use of the Ellis House Reception Area and Classroom within the limits set forth in Sections 2.04 and 2.05; and discounted use of the Ellis House and Event Tent subject to the limits set forth in Sections 2.04 and 2.05. LICENSEE acknowledges that all areas are shared use and subject to modification with advance notice as described in Section 4.05.

1.03 License Fees and Charges: During this fiscal year (December 1, 2015 to November 30, 2016) LICENSEE shall pay the DISTRICT a monthly license fee of one thousand five hundred dollars (\$1,500.00) on the first day of each month, commencing upon the relocation of the program to Ellis House and Equestrian Center, which is to take place on or after April 1, 2016 and before July 1, 2016. Relocation is defined as the date that the LICENSEE'S horses are relocated to Ellis House and Equestrian Center. The LICENSEE'S first fee payment shall be prorated based on the actual date of relocation for the first month.

Beginning at the start of the next fiscal year (December 1, 2016 to November 30, 2017) the LICENSEE shall pay the DISTRICT a monthly license fee of one thousand six hundred dollars (\$1,600.00) on the first day of each month, for the remainder of the License term.

1.04 Use of Parking Areas, Entry Drives and Trails: Licensee shall have the right to utilize the main parking area adjacent to Ellis House, including access to ADA parking stalls, and the overflow gravel lot for staff, volunteer and program participant parking. Additionally, LICENSEE shall have the right to use the limestone surfaced trails for horse riding and conditioning of horses.

1.05 Condition of the Licensed Premises: The LICENSEE has inspected the LICENSED PREMISES and structures prior to signing this Agreement and accepts the conditions of these "as is" and in the condition they exist as of the date of the Agreement, and further agrees to make no demands on the DISTRICT for any improvements, modifications or alterations.

DISTRICT agrees to work with the LICENSEE to install an ADA compliant surface for providing access to the LICENSEE'S ADA access ramp to be located within the Indoor Arena, and to work with the LICENSEE to retrofit and enclose a tack and equipment storage area within the main stable. LICENSEE shall pay the DISTRICT for the direct supply costs for constructing said improvements, subject to LICENSEE'S preapproval of project expenses.

1.06 Term: This Agreement shall be for the term of thirty two (32) months commencing from the date of execution of his agreement and ending upon November 30, 2018. LICENSEE may, subject to written approval of the DISTRICT, renew this agreement for an additional three-year term, provided that LICENSEE serves written notice thereof on the DISTRICT'S Executive Director at least 90 days prior to the expiration of the original term. This Agreement and terms, including annual License fees, will be reviewed on an annual basis, with any proposed amendments subject to approval in writing by the DISTRICT'S Board of Commissioners and the LICENSEE'S Board of Trustees.

2.00 LICENSEE RIGHTS

2.01 Coordination and Scheduling: LICENSEE shall have the exclusive responsibility for scheduling all LICENSEE activities on the LICENSED PREMISES. If LICENSEE wishes to conduct a program that extends beyond the established carrying capacity, LICENSEE shall obtain a Special Use Permit from the DISTRICT.

2.02 Horse Care: The DISTRICT shall be required to stall-feed daily supplements and grain to LICENSEE horses six days per week, each and every week, Tuesday through Saturday, and Sunday evenings. The LICENSEE shall extend horse care and feeding of all DISTRICT and LICENSEE horses on Sunday mornings and Mondays of each week, each and every week, with this schedule subject to modification in coordination with Ellis House and Equestrian Center horse care staff members.

The DISTRICT shall provide stall boarding with daily pasture and/or feed lot turnout for pasture grass and/or grass hay feeding subject to weather and ground conditions and at the discretion of the DISTRICT and LICENSEE. The DISTRICT shall provide grass hay for feeding from its hayfield harvest stores. The LICENSEE shall pay for all required grain and supplements for its four horses, and the DISTRICT shall pay for all required grain and supplements for its four horses.

The DISTRICT is responsible for insuring that water is available at all times to the LICENSEE'S horses. The DISTRICT will check to insure water supplies are adequate twice daily Tuesdays through Sundays, and on Mondays with advanced notice where the DISTRICT is covering horse care responsibilities for the LICENSEE.

LICENSEE horses will be stalled during overnight hours, with the DISTRICT providing sufficient stall shavings at the DISTRICT'S cost subject to the LICENSEE'S care instructions. The DISTRICT shall clean the LICENSEE'S assigned stalls once daily Tuesday through Sunday of each week, replacing stall shavings as needed per instructions from the LICENSEE.

The LICENSEE and the DISTRICT shall cooperatively arrange and schedule for routine veterinary and farrier care services, as it is understood that the LICENSEE and DISTRICT will recognize cost efficiencies from reducing scheduled visits. The DISTRICT and the LICENSEE shall each pay veterinary

and farrier costs incurred for the horses owned by each entity separately, and professional service providers shall be directed to bill each entity separately. Any visits beyond routine appointments will be scheduled and paid in full separately by each entity for its owned horses.

2.03 Horse Use in Programs: The LICENSEE and the DISTRICT agree to extend shared use of horses to support each entity's program services. Shared use shall be determined based on suitability for use and exchange within programs, with the understanding that the capacity of both programs will benefit from the exchange. The LICENSEE may limit access and use of LICENSEE horses should LICENSEE horse behavior or health issues warrant limiting of program exchanges. The DISTRICT may limit access and use of DISTRICT horses should DISTRICT horse behavior or health issues warrant limiting of program exchanges. LICENSEE may elect to extend training to DISTRICT horses in order to improve behavior and program suitability.

2.04 Monthly Schedule: LICENSEE and the DISTRICT will cooperate with coordination of a shared schedule of activities and programs to be held on the LICENSED PREMISES in order to enable the DISTRICT and LICENSEE to schedule and coordinate all program activities and events, as well as perform necessary maintenance, construction, and ensure site security of DISTRICT facilities. Each month's schedule shall be posted to both the stable schedule organizer and DISTRICT'S master calendar updated in real time as reservations are scheduled. Any changes to the schedule which will impact the DISTRICT staff and programs, or the LICENSEE'S staff and programs shall be immediately conveyed in writing to the DISTRICT'S Equestrian Program Coordinator and Farm Manager, and the LICENSEE'S program coordinator.

2.05 Use Limits: LICENSEE may accept program reservations for use of the LICENSED PREMISES up to 6-months prior to the program delivery date on a rolling calendar basis. LICENSEE shall avoid scheduling programming during afternoon hours where weddings or other large events are scheduled. LICENSEE peak program activity is Sunday and Monday of each week, with a limited number of additional sessions scheduled on Tuesdays, Wednesdays, and Thursdays.

During the winter months where Indoor Arena use is shared, and during the summer months where Outdoor Arena use is shared (or the Indoor Arena in case of inclement weather), the DISTRICT and LICENSEE will split the arena in use into two equal areas, and the DISTRICT will limit scheduling to no more than two lesson students for participation at any one time.

LICENSEE will limit accepting reservations year-round on those dates where the DISTRICT has scheduled a birthday party or summer camp program where it is understood that the DISTRICT may have need for use of up to two of the LICENSEE'S horses to support its summer camp program subject to the provisions outlined in Section 2.03.

LICENSEE shall have the usage of the facility for all of their current riding clients, including those that are not involved in the therapeutic riding program. However, any new clients/riders that are seeking lessons or riding in the future, and who are not in the therapeutic riding program, shall be referred to the DISTRICT for such services.

2.06 Licensee Staff and Volunteer Access: LICENSEE shall have access to LICENSED PREMISES at all times during the LICENSEE'S programs. The LICENSEE is fully responsible for, and assumes full liability for its paid employees, staff, volunteers and patrons during all scheduled use of the LICENSED PREMISES during its therapeutic riding sessions, programmed use of facilities, and support of horse care operations and maintenance.

2.08 Improvements: LICENSEE may, at its expense, make or construct or cause to be constructed, alterations, repairs or other improvements to the LICENSED PREMISES, provided written approval is first obtained from the DISTRICT'S Board of Commissioners. Absent a written agreement to the contrary, LICENSEE shall not be entitled to reimbursement of the value of any improvements made to the LICENSED PREMISES.

2.09 Caterers: When a caterer is to be utilized by LICENSEE, LICENSEE shall be responsible for selecting a caterer from the Ellis House Approved Caterer's List and/or selecting a caterer that both qualifies for, and submits an application for enrollment in the District's Approved Caterers' program.

2.10 Licensee Staff: LICENSEE shall employ sufficient paid staff and unpaid volunteers to operate and manage the LICENSEE'S program, and shall discipline any employee or volunteer whose conduct or activity shall, in the reasonable exercise of discretion, be deemed as detrimental to the interest of the public utilizing the LICENSED PREMISES. The DISTRICT shall also have the authority to remove any employee or volunteer from the LICENSED PREMISES in their sole discretion whenever the Executive Director determines such action to be in the DISTRICT'S best interest. The DISTRICT will make a reasonable attempt to contact the LICENSEE upon taking such action. *Also see Section 2.06.*

2.11 Sales: LICENSEE may sell items appropriate to its programs and events in accordance with the guidelines of the DISTRICT, and may charge admission or service fees for its programs and functions held on the LICENSED PREMISES. Unless specifically authorized by the DISTRICT, no other group or individual utilizing the LICENSED PREMISES shall be allowed to sell any goods or items other than food or non-alcoholic beverages, nor may they charge the public any entrance, admission or service fees without the written approval of the DISTRICT.

2.12 Prices: LICENSEE shall at all times maintain fair and reasonable prices and make available to the DISTRICT and public a complete list of the prices for all goods and services, or combinations thereof, supplied to the public on or from the LICENSED PREMISES. LICENSEE shall establish its prices on

the basis of the following considerations; (1) that the License is intended to serve the needs of the public at fair and reasonable cost; (2) comparability with prices charged in the Kendall County area for similar goods or services; and (3) the reasonableness of the prices charged in view of the cost of providing the goods and services in compliance with the obligations assumed by the LICENSEE under this agreement.

2.13 [Section Deleted]

2.14 Fixtures: LICENSEE shall not install any fixtures on the LICENSED PREMISES without the written approval of the DISTRICT'S Executive Director. As used in this Agreement, "fixture" means any item or article which is permanently attached to the LICENSED PREMISES, or which is attached in such a manner that its removal would result in substantial damage to the LICENSED PREMISES. All fixtures installed by LICENSEE shall become the property of the DISTRICT. LICENSEE shall not be entitled to reimbursement for the value of any fixture installed on the LICENSED PREMISES.

2.15 Signs: LICENSEE may erect a sign it determines necessary for the operation of LICENSED PREMISES, but only if prior written approval therefor is obtained from the DISTRICT'S Executive Director. LICENSEE shall pay the costs related to the installation and maintenance of any sign. In addition, LICENSEE may display temporary signs for the sole purpose of identifying the location of and direction to the event, provided that the signs shall not be larger than 24" X 30" and shall be removed immediately upon the conclusion of the event. No temporary sign shall contain any political or commercial advertisement or endorsement.

2.16 Security Devices: LICENSEE may, at its expense, install any legal security system or equipment designed for the purpose of protecting LICENSEE'S property (fixtures/personal property) from theft, burglary, vandalism, smoke or fire, provided written approval for installation is first obtained from the DISTRICT'S Executive Director. Expenses for maintaining or repairing any such system or equipment, or any false alarm charges related thereto, shall be paid by the LICENSEE. LICENSEE shall not be responsible for any expense of any legal security system or equipment installed by the DISTRICT or designed for the purpose of protecting the DISTRICT'S property from smoke, fire, or theft.

3.00 LICENSEE RESPONSIBILITIES

3.01 Compliance with Laws: LICENSEE shall comply with all applicable municipal, County and DISTRICT ordinances, state and federal laws and regulations, and all DISTRICT rules and regulations now in force or hereafter promulgated. LICENSEE shall obtain from the appropriate regulatory authority all necessary permits or licenses prior to beginning the construction of any improvements permitted under Section 2.08.

3.02 Trade Fixtures and Personal Property: LICENSEE shall provide such trade fixtures, equipment, riding implements, and other items as are required to properly operate LICENSEE programs. Within 14 days following the expiration of

this Agreement, LICENSEE shall remove all trade fixtures, equipment, implements and other items from the LICENSED PREMISES, excluding such fixtures or improvements for which removal would damage or adversely impact DISTRICT grounds and buildings.

If LICENSEE fails to remove its fixtures, equipment, and other implements within said 14-day period, all right, title, and interest in and to such fixtures, equipment, and other implements shall vest in the DISTRICT. In addition, the DISTRICT may charge the LICENSEE for the cost of removing any fixtures, equipment, or other implements from the LICENSED PREMISES.

In the event the DISTRICT terminates this Agreement as a result of default by LICENSEE, the DISTRICT may retain such fixtures, equipment, or other implements on the LICENSED PREMISES as is necessary, in the DISTRICT'S discretion, to mitigate any damages caused by the LICENSEE, and such fixture, equipment or implements shall become the property of the DISTRICT. If the DISTRICT elects not to retain any fixtures, equipment or implements, LICENSEE shall remove same from the LICENSED PREMISES within 30 days after the DISTRICT serves written notice of said election. If LICENSEE fails to remove its trade fixtures, equipment, and implements within the 30-day period, all right, title, and interest in and to such fixtures, equipment, and implements shall vest in the DISTRICT. In addition, the DISTRICT may charge LICENSEE for the cost of removing any fixtures, equipment, implements or other items from the LICENSED PREMISES.

3.03 Temporary Structures: LICENSEE may place temporary structures on the grounds of the LICENSED PREMISES. As used herein, temporary structures include, but are not limited to, tents, portable stages, tables, booths, bleachers, inflatables, electrical power sources, water services and communication equipment. All temporary structures shall be located in such a manner as to have the least impact on the ground and shall be removed within a reasonable time following the conclusion of a particular function. Any temporary structure that requires staking or digging shall require a proper underground utility survey. The DISTRICT reserves the right to restrict location of temporary structures if damage has occurred or where the DISTRICT determines in its sole discretion that the temporary structure is not appropriate for a location based on environmental, natural resource, or safety considerations.

3.04 Damage to District Property: LICENSEE shall be responsible for any damage to LICENSED PREMISES as a result of LICENSEE activities including, but not limited to, turf and ornamental landscape features, walls, floors, stairways, planters, underground utilities, and to the interiors or exteriors of buildings.

3.05 Payment and Collection of Taxes: LICENSEE shall collect and pay any sales tax or other required taxes in connection with the operation of the LICENSEE'S programs.

3.06 Disorderly Persons: LICENSEE shall not allow any disorderly person to remain on the LICENSED PREMISES.

3.07 Illegal Activities: LICENSEE shall not permit any illegal activity to be conducted upon the LICENSED PREMISES or on any other DISTRICT property and shall promptly notify the Kendall County Sheriff's Office through KenCom to assist in the removal of disorderly persons if necessary.

3.08 Habitation: The LICENSED PREMISES shall not be used as a living quarters for LICENSEE paid staff or volunteers.

3.09 Promotion: LICENSEE shall be responsible for promoting the LICENSEE'S programs to the general public. The DISTRICT and LICENSEE will support opportunities to cross-promote services including, but not limited to website content and information linkages, electronic newsletter features, annual reports, newspaper media, and social medial channels. The DISTRICT and LICENSEE will support joint opportunities to raise funds needed for operations and capital improvements, with fundraising plans subject to approval by both the DISTRICT'S Board of Commissioners and LICENSEE'S Board of Trustees.

3.10 Custodial Maintenance and Horse Care: LICENSEE shall be responsible for supporting the maintenance and horse care of the Ellis House and Equestrian Center in a reasonably clean, safe and sanitary condition and for performing normal custodial maintenance before and following LICENSEE programs, including, but not limited to, sweeping of the barns and walkways, cleanup of tack and equipment, removal of manure from stalls, feed lot, and pasture areas, and reporting any needed maintenance to buildings and grounds to the DISTRICT. Specific horse care responsibilities are detailed in Section 2.02.

3.11 Sanitation: LICENSEE shall be responsible to support the maintenance of the Ellis House and Equestrian Center in a clean and sanitary condition. LICENSEE shall not permit any debris, refuse, offensive matter or substance constituting a health or fire hazard to remain or accumulate on the LICENSED PREMISES. The DISTRICT will provide the LICENSEE with access to facility dumpsters for trash and recycling, and access to the manure pile. In no event shall refuse be permitted to overflow from the dumpsters or from any receptacle furnished by the DISTRICT.

3.12 Outdoor Articles: LICENSEE shall, at its own expense, move outdoor articles such as, but not limited to, picnic tables, lawn furniture, portable stages or bleachers, tents, or portable toilets, in order to permit the DISTRICT to maintain the turf grounds of the Ellis House and Equestrian Center premises. The DISTRICT shall reasonably accommodate the needs of the LICENSEE in scheduling turf, grounds, and arena area maintenance.

3.13 Botanical Exhibits: Any LICENSEE plans for all horticultural improvements shall be approved by the DISTRICT'S Executive Director prior to installation.

3.14 Accounting and Financial Reporting: LICENSEE shall maintain books and records of the LICENCEE'S programs in conformity with generally accepted

accounting principles so as to present fairly and accurately the financial position and results of operating the LICENSEE program.

The books and records maintained shall consist of:

- a. Books of original entry, such as cash receipts;
- b. An accounting of expenditures prepared in a businesslike manner with approved documentation for each expenditure; and
- c. Documentation required to verify payment of applicable state, federal and local taxes, such as, but not limited to, tax returns.

LICENSEE also shall provide the DISTRICT with an annual accounting report or audit. This report shall be furnished in a timely and businesslike manner, and shall include a management letter delivered to the DISTRICT'S Executive Director. All records and systems shall be available to the DISTRICT for inspection at any time during the term of the Agreement.

3.15 Days and Hours of Operation: LICENSEE shall make all reasonable attempts to schedule LICENSEE programs within this Agreement during the day and evening hours for year-round use on a seven day per week basis. The general use periods for any program day shall not begin earlier than 6:00 am, or end later than 11:00 pm. Any exceptions to the use hours must be approved in advance by Special Use Permit from the DISTRICT. LICENSEE shall also publish public phone numbers and email addresses in order to provide telephone answering service during staffed and non-staffed hours, and shall promptly respond to all public phone inquiries within 72 hours.

During the hours when preserves are normally closed (beginning one hour after sunset and ending one hour after sunrise), all areas not part of the Ellis House and Equestrian Center LICENSED PREMISES shall be closed to the LICENSEE'S patrons, staff and volunteers unless otherwise allowed by a Special Use Permit from the DISTRICT.

3.16 Utility and Service Charges: LICENSEE shall be responsible for providing and paying for its telephone and internet (email) services used to conduct the business of LICENSEE'S programs. In addition, LICENSEE shall be responsible for paying for any and all utility services beyond base services to be covered by the DISTRICT, with base services covered including water, electric, DISTRICT phone, security (other than those procured pursuant to Section 2.16 above) and fire monitoring, natural gas, and electricity. Any additional utility and telephone service extended shall be in the LICENSEE'S name. LICENSEE hereby waives any and all claims against the DISTRICT for compensation for loss or damage caused by any defect, deficiency or impairment of any utility, water supply, drainage, waste, septic, heating or gas system, or in any electrical apparatus or wire serving the LICENSED PREMISES.

3.17 Safety: LICENSEE shall be solely responsible for the safety of all LICENSEE paid employees, volunteers, and patrons utilizing the LICENSED PREMISES and for ensuring that the LICENSED PREMISES are maintained at all times in a reasonably safe condition during all LICENSEE programs. LICENSEE

shall promptly correct any unsafe condition or practice under its control and shall promptly notify the DISTRICT of any such condition under the DISTRICT'S control. Until the unsafe condition or practice is corrected, the affected area shall be closed to the public. LICENSEE shall make reasonable efforts to obtain emergency medical care for any person requiring such care as a result of illness or injury occurring on the LICENSED PREMISES during LICENSEE programs and maintenance support activities. LICENSEE shall also use its best efforts to fully cooperate with the DISTRICT in the investigation of any illness, injury, or death occurring on the LICENSED PREMISES, including providing prompt written reports thereof to the DISTRICT'S Executive Director.

3.18 Payment of Taxes: The rights granted herein to the LICENSEE may be subject to real property or leasehold taxation or other assessment and the DISTRICT makes no claims as to the tax status of the Subject Property. As required by 35 ILCS 200/15-15 of the Illinois Property Tax Code, the DISTRICT will file a copy of the Agreement and a complete description of the LICENSED PREMISES with the assessment officer. In the event the LICENSED PREMISES should be assessed and taxed pursuant to 35 ILCS 200/15-15, at any time during the term of this License, it shall be the obligation of the LICENSEE to pay such taxes as are incurred during that term. At the termination of this Agreement, LICENSEE shall pay all taxes incurred, though not yet due and owing. Any such taxes shall be prorated to parallel the License term.. LICENSEE shall pay, before delinquency, all taxes, assessments, fees or charges which at any time may be levied by the state, county or tax or other assessment-levying body upon the LICENSED PREMISES or LICENSEE'S rights therein.

3.19 Cooperation: LICENSEE acknowledges that the DISTRICT may, from time to time, construct improvements, alterations or additions to the LICENSED PREMISES. The construction work will be scheduled at a time that is mutually satisfactory to the parties. LICENSEE shall cooperate with the DISTRICT in the event the construction affects LICENSEE'S use of the LICENSED PREMISES by vacating and removing from any affected area all personal property and trade fixtures as required by construction. LICENSEE further agrees to cooperate with the DISTRICT with respect to the DISTRICT'S responsibility for repair and maintenance under Section 5.02 by removing any personal property or trade fixtures necessary in order for the DISTRICT to perform such repair and maintenance.

4.00 DISTRICT RIGHTS

4.01 Use of Licensed Premises: The DISTRICT shall have the right to access and utilize the LICENSED PREMISES at all times for its own purposes, including, but not limited to, to support DISTRICT operations, perform daily horse care responsibilities, to perform routine maintenance, and to ensure public safety. The DISTRICT shall participate in joint scheduling of the Indoor Arena and Outdoor Arena so as not to unreasonably interfere with the LICENSEE'S planned and scheduled program activities, and LICENSEE shall participate in joint scheduling of the Indoor Arena and Outdoor Arena so as not to unreasonably interfere with the

DISTRICT'S planned and scheduled program activities. LICENSEE base access rights to the Indoor and Outdoor Arena are detailed in Section 2.05.

4.02 District Improvements: The DISTRICT may construct additions, alterations, repairs, or other improvements to the LICENSED PREMISES, in which case LICENSEE shall cooperate with the DISTRICT as required under Section 5.02. In making the improvements, the DISTRICT will make every reasonable effort to avoid unnecessary destruction of or injury to the trees, shrubs, turf, buildings, or other landscaping on the LICENSED PREMISES. In the event construction of a particular improvement materially interferes with the operation of the LICENSED PREMISES or LICENSEE programs, as determined by the DISTRICT, LICENSEE shall suspend Licensed operations and vacate the premises, but the terms of the Agreement shall continue in full force and effect, with the exception that the LICENSEE shall not be required to pay the license fee during the suspension period. LICENSEE shall resume full and complete operation of the LICENSEE programs within 14-days following written notice from the DISTRICT'S Executive Director that the LICENSED PREMISES are free of construction debris and in operable condition.

4.03 Right of Entry: Any officer, employee or agent of the DISTRICT may enter upon the LICENSED PREMISES at any and all reasonable times for the purpose of determining whether the LICENSEE is complying with the terms and conditions of this Agreement, and for any other purpose incidental to the rights of the DISTRICT under this Agreement. In the event of an unauthorized abandonment, vacation or discontinuance of License operations, LICENSEE hereby irrevocably authorizes the DISTRICT'S officers and employees thereof to (1) take possession of the LICENSED PREMISES, including all improvements, equipment, implements, fixtures, inventory and personal property thereon; (2) remove any and all persons or property on the LICENSED PREMISES and place such property in storage at the expense of LICENSEE; (3) license or sub-license the LICENSED PREMISES; and (4) after payment of all expenses arising from such licensing or sub-licensing, apply payment realized therefrom to the satisfaction or mitigation of all damages arising from LICENSEE'S breach of this Agreement. Entry by the DISTRICT upon the LICENSED PREMISES for the purpose of exercising authority herein as agent of LICENSEE shall be without prejudice to the exercise of any other rights provided for herein, including, but not limited to those within Section 3.02 or by law to remedy a breach of this Agreement.

4.04 Easements: The District reserves the right to establish, grant, or utilize utility easements or right-of-way over, under, along and across the LICENSED PREMISES for all lawful purposes to and from any portion of the Baker Woods Forest Preserve which includes the Ellis House and Equestrian Center, provided that the DISTRICT shall exercise such rights in a manner which, if possible, will minimize interference with the operation of the LICENSED PREMISES.

4.05 Modification of Licensed Premises: LICENSEE acknowledges that the DISTRICT reserves the right to modify the boundary of the LICENSED PREMISES

if it is determined to be in the public's best interest. LICENSEE shall cooperate with the DISTRICT concerning any modification to the LICENSED PREMISES.

5.00 DISTRICT OBLIGATIONS

5.01 Certificate of Occupancy and Warranties: The DISTRICT shall maintain a certificate of use and occupancy for the LICENSED PREMISES from the appropriate building authority. The District makes no warranties, either expressed or implied, with respect to the LICENSED PREMISES.

5.02 Repair and Maintenance: The DISTRICT shall be responsible for all repairs and maintenance (other than those specified in Section 2.08 and provisions of Section 3) to the LICENSED PREMISES. The DISTRICT will repair any interior damage caused by defects or failures in the LICENSED PREMISES, excluding damage to the facility caused by LICENSEE and fixtures (if any), personal property or implements installed or stored by the LICENSEE. The DISTRICT shall maintain the grounds of the Ellis House and Equestrian Center.

5.03 [Section Deleted]

5.04 Facilities Access: The DISTRICT will provide the LICENSEE with keys for accessing the Ellis House reception and classroom areas (only); Ellis Stable; and Storage Barn. LICENSEE will be responsible for ensuring that facilities and pastures are securely locked before and following each access and use. All doors, with the exception of the Ellis Stable, are to be locked at all times when not occupied by LICENSEE'S paid staff and volunteers.

6.00 HOLD HARMLESS AND INDEMNIFICATION

6.01 Personal Injury, Death, or Property Damage-Indemnification by LICENSEE: LICENSEE shall defend with counsel of the DISTRICT'S own choosing, save, indemnify, keep an hold harmless the DISTRICT and all of its elected officials, past, present and future Commission members, officers, servants, agents, and employees from all damages, suits, liabilities, causes of action, costs and expenses, in law or equity, including costs of suit and reasonable attorney and expert witness fees, that may at any time arise or be claimed by any person, including the agents, servants, employees, or contractors of the LICENSEE and/or the DISTRICT, on account of any loss, damage, personal injury, sickness, death or property damage ("Claims") arising out of the LICENSEE'S rights, responsibilities or actions under this Agreement when such claim is caused by an act or omission to act on the part of LICENSEE or its agents, servants, employees or contractors that allegedly constitutes, without limitation:

- a. Negligence;
- b. Willful and Wanton conduct;
- c. Creation or maintenance of a dangerous condition on the LICENSED PREMISES;
- d. Breach of warranty, expressed or implied;
- e. Defectiveness of any product; or
- f. Actionable intentional infliction of harm.

In the event any person or any partnership, corporation, company or other entity recovers a judgement or settlement against the DISTRICT or any of its elected officials, officers, agents or employees by reason of any of the aforementioned acts or omissions, LICENSEE shall indemnify same in an amount equal to the judgment or settlement (and for all related costs and expenses), provided timely notice of the suit or claim giving rise to the judgment or settlement was given to LICENSEE and LICENSEE was given a reasonable opportunity to defend the suit or claim.

The DISTRICT does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

6.02 Environmental and Health Hazards Disclosure: The Licensee acknowledges and accepts the risks associated with the presence of environmental health hazards including, but not limited to, lead-based paint, asbestos or mold. The Ellis House and Equestrian Center premises was not constructed before 1978. Regardless, the LICENSEE and the DISTRICT shall use best practices for safe repairs and other improvements to the LICENSED PREMISES.

6.03 Mechanic's Liens: Should LICENSEE contract with any party to perform work on the LICENSED PREMISES, it shall include the following Lien Waiver Clause in such contracts:

"Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed under this Agreement. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers."

LICENSEE shall defend, indemnify and hold harmless the DISTRICT from all damages, suits, liabilities, costs and expenses, in law or equity, including reasonable attorney's fees, arising from any action brought by any mechanic, laborer, or material man in an action to enforce mechanic's liens filed with respect to work performed on the LICENSED PREMISES as a result of providing labor or materials thereon at the request of the LICENSEE. In the event a judgment or settlement is rendered in favor of the claimant in any such action, LICENSEE shall promptly obtain full satisfaction thereof through payment of all sums due thereon, provided LICENSEE was given timely notice of such lien or claim and a responsible opportunity to deny said suit or claim.

6.04 Waiver & Release of Liability: To the fullest extent permitted by the laws of the State of Illinois, LICENSEE hereby waives any and all rights or claims LICENSEE may have at any time against the DISTRICT, its Commissioners, officers, agents and employees for injury to or the death of any person, or for damage, destruction or loss of any property, sustained or incurred by LICENSEE or any person claiming by, through or under LICENSEE in connection with the exercise by such persons of the rights and privileges granted to LICENSEE hereunder, or the conduct of the licensed activities, except to the extent that such

loss, damage or destruction is caused by the willful and wanton conduct of the DISTRICT or DISTRICT'S agents and employees. The risks and dangers of such licensed activities may arise from foreseeable or unforeseeable causes and by my participation in these activities, LICENSEE hereby assumes all risks and dangers and all responsibility for any losses and/or damages.

6.05 [Section Removed]

6.06 Privileges and Immunities: Nothing in Sections 6.01 or 6.04 of this Agreement shall be interpreted to waive, release or compromise the DISTRICT and/or the LICENSEE'S statutory or common law privileges and/or immunities which are fully reserved. There are not third party beneficiaries of this Agreement.

6.07 [Section Removed]

6.08 Force Majeure: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

7.00 DESTRUCTION OF THE LICENSED PREMISES:

7.01 Election by the District: If the LICENSED PREMISES are totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or any other causality, the DISTRICT may, at its option, either restore the LICENSED PREMISES or terminate this Agreement. If the DISTRICT elects to restore the LICENSED PREMISES, this Agreement shall continue in full force and effect, except that Licenses operations may, as determined by the DISTRICT, be suspended during the period of restoration. The LICENSEE will not be required to pay the monthly license fee during the suspension period. LICENSEE shall cooperate in the restoration of the LICENSED PREMISES by vacating and removing all fixtures and personal property for such periods as are required for the restoration.

8.00 INSURANCE

8.01 General Requirements: LICENSEE shall procure, maintain and keep in force for the term of this Agreement policies of property, liability and if applicable, workers' compensation and employer's liability insurance. Such policies shall be issued by companies authorized to do business in the State of Illinois and approved by the DISTRICT. All policies shall be occurrence policies. Claims made policies are unacceptable. All policies shall be primary and not require contribution

from the DISTRICT'S policies. No self-insured reserves shall be allowed except as approved in writing by the Executive Director of the DISTRICT. All liability and workers' compensation policies must include a waiver of subrogation in favor of the DISTRICT. The policies to be provided and maintained by the LICENSEE are as follows:

- a. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall provide coverage for all liability for bodily injury, sickness, death and property damage arising from activities conducted on the LICENSED PREMISES and shall include coverage for (i) food and beverages served and all other goods sold or services rendered on the LICENSED PREMISES; (ii) contractual liability for the obligations assumed by the LICENSEE under Section 6.01. An endorsement for volunteers CG-20-21 is required for the LICENSEE who utilizes volunteer personnel services on the LICENSED PREMISES.
- b. Comprehensive motor vehicle liability insurance with limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit covering LICENSEE'S owned, non-owned and rented vehicles if LICENSEE owns and/or operates such vehicles on the Licensed Premises.
- c. Minimum umbrella occurrence insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate. The umbrella insurance shall provide coverage in excess of the insurance specified in subsections (a) and (b) above.
- d. Property insurance providing coverage against fire and extended coverage perils for all personal property, articles and equipment owned or leased by the LICENSEE which are situated on the LICENSED PREMISES. The property coverage shall cover losses on a replacement-cost basis.
- e. Workers' compensation and employer's liability insurance, including coverage for occupational diseases, covering all of the LICENSEE'S employees who perform work on the LICENSED PREMISES. Limits for the workers' compensation coverage shall be those required by the applicable workers' compensation statutes for the State of Illinois. Limits for the employer's liability coverage shall be not less than \$100,000 each accident/injury; \$100,000 each employee/disease; \$500,000 policy limit. In the event the LICENSEE has no employees covered under the applicable workers' compensation statutes, LICENSEE shall file with the DISTRICT'S Executive Director a statement to the effect in lieu of the policies required under this subsection. If at any time LICENSEE hires any person or persons covered by the applicable workers' compensation statutes, LICENSEE shall immediately obtain policies of workers' compensation and employer's liability insurance meeting the requirements hereinabove stated and shall file evidence thereof with the DISTRICT'S Executive Director as provided in Section 8.03.

8.02 Additional Insured: LICENSEE shall obtain certificates of insurance specifically naming the DISTRICT as an additional insured in the amounts specified for all coverage required in subsections a and c of Section 8.01. The certificates shall protect and inure to the benefit of the DISTRICT and its representatives including, but not limited to, its officers, elected officials, and employees.

The DISTRICT shall obtain certificates of insurance specifically naming the LICENSEE as an additional insured for the actual coverage limits held by the DISTRICT. The certificate(s) shall protect and inure to the benefit of the LICENSEE and its representatives including, but not limited to, its officers, elected officials, and employees. The coverage applicable to the additional insured under this provision shall be excess over any other valid and collectible insurance, whether contingent, excess or primary unless required by contract and **Occurrence or Wrongful Act** is because of the negligence of the insured. As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every **Claim** or **Suit** to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

8.03 Evidence of Insurance: LICENSEE shall furnish the DISTRICT with a certificate of insurance for each policy required herein. In addition, when requested by the DISTRICT, LICENSEE shall furnish copies of the actual policies and endorsements showing the coverage enumerated herein to be provided by the LICENSEE. Any such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or companies to the DISTRICT. The DISTRICT'S failure to demand such certificate of insurance shall not act as a waiver of LICENSEE'S obligation to maintain the insurance required under this Agreement.

The DISTRICT shall furnish the LICENSEE with a certificate of insurance for each policy as indicated in section 8.02. In addition, when requested by the LICENSEE, DISTRICT shall furnish copies of the actual policies and endorsements showing the enumerated coverages to be provided by the DISTRICT. Any such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or companies to the LICENSEE. The LICENSEE'S failure to demand such certificate of insurance shall not act as a waiver of the DISTRICT'S obligation to maintain the minimal insurance coverage required under this Agreement.

8.05 Operation of License: Operation of the LICENSED PREMISES and LICENSEE programs shall not commence until the LICENSEE has complied with the aforementioned insurance requirements, and shall be suspended during any period that the LICENSEE fails to maintain said policies in full force and effect. Additionally, in the case of the LICENSEE'S failure to maintain the required insurance coverage, the DISTRICT may, at its discretion, either terminate this

Agreement or procure such insurance and pay all premiums in connection therewith, and may thereafter charge said premiums to the LICENSEE. The LICENSEE shall pay the invoice submitted by the DISTRICT within 10 days of service of notice thereof as provided for in section 19.01.

8.06 Effect of Coverage: The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect LICENSEE, nor be deemed as a limitation on LICENSEE's liability to the DISTRICT or others under this Agreement

9.00 TRANSFERS

9.01 Sub-license or Assignment: Licensee shall not, without the express written consent of the DISTRICT, assign, sell, sub-license, hypothecate, mortgage or in any manner transfer its interest in this Agreement. Any attempted assignment, sale, sub-licensing, hypothecation, mortgage or transfer without the express written consent of the DISTRICT shall be void and shall constitute a default under this agreement.

9.02 Binding on Transferee: The provisions set forth in this Agreement shall be binding on each approved transferee, and the LICENSEE shall provide each transferee with a copy of this Agreement.

10.00 DISCRIMINATION PROHIBITED

10.01 Equal Opportunity: In operating the LICENSED PREMISES and LICENSEE programs, LICENSEE, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all associated applicable rules and regulations. LICENSEE further agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work or service of any kind by, for or on its behalf with respect to the operation of the LICENSED PREMISES and LICENSEE'S programs on the ground of unlawful discrimination as defined in the Illinois Human Rights Act.

10.02 ADA Compliance: In operating the LICENSED PREMISES and LICENSEE'S program, LICENSEE shall comply with all applicable provisions of the American with Disabilities Act of 1990 as amended, and the rules and regulations related thereto. The DISTRICT shall be responsible for ensuring structural compliance with the Americans with Disabilities Act.

10.03 Equal Use: The use of the LICENSED PREMISES shall be open on an equal basis to the general public.

11.00 TERMINATION

11.01 Without Cause: Either the DISTRICT or LICENSEE may terminate this Agreement without cause. Such termination shall be effective not sooner than 90 days after written notice thereof has been served in accordance with Section 19.00.

11.02 For Cause: This Agreement may be terminated for cause by either party upon the occurrence of any one or more of the events of default hereinafter described in Section 12.00. As a condition precedent to termination under this Section, the party desiring termination shall give the other party (a) 14 days written notice by registered or certified mail, return receipt requested, of the date chosen for termination and the grounds therefor, and (b) and opportunity to remedy the default or be heard on or before the date set for termination, if written request is made therefore.

11.03 Damages: Upon termination pursuant to Section 11.02, the DISTRICT shall have the right to take immediate possession of the LICENSED PREMISES. LICENSEE shall remove all personal property from the LICENSED PREMISES within 90 days of the date of the Section 11.02 termination. If LICENSEE fails to remove its personal property within said 90 day period, all right, title, and interest in and to such property shall vest in the DISTRICT. If the termination was the result of a default by the LICENSEE, the DISTRICT may take possession of all LICENSEE owned fixtures and personal property located on the LICENSED PREMISES for the purpose of satisfying or mitigating any and all damages arising from the LICENSEE'S breach of this Agreement.

11.04 Guarantee of Rights: Action by the DISTRICT to effectuate a termination and forfeiture of possession shall be without prejudice to the exercise of any rights provided herein or by law to remedy a breach of this Agreement.

12.00 EVENTS OF DEFAULT

12.01 Abandonment: The unauthorized abandonment or vacation of the LICENSED PREMISES by the LICENSEE.

12.02 Failure to Maintain: The failure on the part of the LICENSEE to maintain the LICENSED PREMISES in a clean, sanitary and safe state of repair where such condition continues for more than 10 days after written notice from the DISTRICT'S Executive Director to correct the condition.

12.03 Bankruptcy: The filing of a voluntary petition in bankruptcy by the LICENSEE; the adjudication of the LICENSEE as bankrupt; the appointment of a receiver of the LICENSEE'S assets; the making of a general assignment for the benefit of creditors; a petition or answer seeking an arrangement for the reorganization of the LICENSEE under any Federal Reorganization Act, including petitions or answers under Chapters X or XI of the Bankruptcy Act; the occurrence of any act which operates to deprive the LICENSEE permanently of the rights, powers and privileges necessary for the proper conduct and operation of the LICENSED PREMISES; or the levy of any attachment or execution which substantially interferes with the LICENSEE'S operations under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of 60 days.

12.04 Discrimination: A determination made by the appropriate regulatory, state or federal agency that a violation of civil rights under the Americans with Disabilities Act or other form of discrimination has been practiced by the

LICENSEE in violation of state or federal laws and where action to correct or mitigate the situation is not properly taken. Such action shall be suitable to the regulatory agency making a finding of discrimination.

12.05 Change in Corporate Purpose: Any changes in the LICENSEE'S corporate purposes which, in the discretion of the DISTRICT, are inconsistent with the Kendall County Forest Preserve District's purposes.

12.06 Failure to Notify: The failure by the LICENSEE to provide the DISTRICT with written notification of any change in the LICENSEE'S corporate purposes at least 30 days prior to the effective date of such change.

12.07 Failure to Perform – Licensee: The failure of the LICENSEE to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, where such failure continues for more than 14 days after receipt of written notice from the DISTRICT'S Executive Director demanding correction thereof, provided that where fulfillment of such obligation requires performance over a period of time and the LICENSEE shall have commenced to perform whatever may be required to cure the particular default within 10 days after such notice and thereafter continues such performance diligently and in good faith, said time limit may be waived in the manner and to the extent allowed by the DISTRICT'S Executive Director.

12.08 Failure to Perform – District: Failure by the DISTRICT to perform within a reasonable time necessary maintenance or repairs to the LICENSED PREMISES or failure of the DISTRICT to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, where such failure continues for more than a reasonable period of time after receipt of written notice from the LICENSEE demanding correction thereof, provided that where fulfillment of such obligation requires performance over a period of time and the DISTRICT shall have commenced to perform whatever may be required to cure the particular default within 10 days after such notice and thereafter continues such performance diligently and in good faith, said time limit may be waived in the manner and to the extent allowed by the LICENSEE'S Board of Directors.

12.09 Revocation of Occupancy Permit: Revocation by the applicable regulatory authority of the certificate of occupancy for the LICENSED PREMISES because of a defect which cannot be cured by the DISTRICT within a reasonable time.

12.10 Waiver: A waiver by either party of any default of one or more of the covenants, conditions or terms of this Agreement shall not constitute a waiver of any subsequent or other default of the same or other covenant, condition or term herein contained, nor shall the failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions or terms herein contained be construed as in any manner changing the terms of this Agreement or estopping the other party from enforcing the full provisions contained herein. No delay, failure or omission of the DISTRICT to re-enter the LICENSED PREMISES or of either party hereto to exercise any right, power, privilege or option arising from

any default, or any subsequent acceptance of payments then or thereafter accrued shall impair any such right, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. Time is of the essence of this Agreement. No notice to LICENSEE shall be required to restore or revive "time is of the essence" after the waiver by the DISTRICT of any default. No option, right, power, remedy or privilege of either party hereto shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, privileges and remedies given the parties by this Agreement shall be cumulative.

13.00 SURRENDER

13.01 Vacation of Premises: Upon the expiration or termination of his Agreement, LICENSEE shall peaceably vacate the LICENSED PREMISES and any and all improvements located thereon and deliver up the same to the DISTRICT in as good condition as received good condition, ordinary wear and tear excepted.

14.00 INTERPRETATION

14.01 Headings: The headings herein contained are for convenience and reference only and are not intended to limit the scope of any Section.

15.00 INDEPENDENT CONTRACTOR: In performing the obligations hereunder, LICENSEE is engaged solely in the capacity of an independent contractor and not as a representative, agent, or employee of the DISTRICT, it being expressly understood that no relationship between the parties other than that of an independent contractor has been or is intended to be created. This Agreement does not constitute, and the parties hereto do not intend to create hereby, a partnership; joint venture; or relationship of master and servant, principal and agent, landlord and tenant or lessor and lessee, as it is mutually understood and agreed that the relationship created by this Agreement and the construction of the rights and duties hereunder is to be determined in accordance with the Illinois laws relating to licensor and Licensee.

LICENSEE understands and agrees that LICENSEE is solely responsible for paying all wages, benefits and any other compensation due and owing to LICENSEE'S officers, employees, and agents for the performance of services as described in the Agreement. LICENSEE further understands and agrees that LICENSEE is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for LICENSEE'S officers, employees and/or agents who perform services as described in the Agreement. LICENSEE also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of LICENSEE, LICENSEE'S officers, employees and agents and agrees that the DISTRICT is not responsible for providing any insurance coverage for the benefit of LICENSEE, LICENSEE'S officers, employees and agents. LICENSEE hereby agrees to defend with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the

DISTRICT, its board members, officials, employees, insurers, and agents for any alleged injuries that LICENSEE, its officers, employees and/or agents may sustain while performing services under the Agreement.

16.00 ENFORCEMENT

16.01 Responsibility: The DISTRICT'S Executive Director shall be responsible for the enforcement of this Agreement on behalf of the DISTRICT and shall be assisted therein by such officers and employees of the DISTRICT as the Executive Director deems necessary.

17.00 ATTORNEY FEES AND COSTS

17.01 Recovery of Costs: In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

18.00 DISTRICT LIAISON

18.01 Staff Liaison: The DISTRICT will assign a staff liaison who shall be notified of all meetings of the LICENSEE'S Board of Directors, and who shall have the right to attend all board meetings of the members of the LICENSEE'S Board of Directors, except for those portions of meetings where license negotiations, legal proceedings, or legal actions, between the DISTRICT and LICENSEE are to be discussed. When discussed, these items shall be the last items handled before adjournments and no other business shall be conducted after the staff liaison exits from the meeting.

19.00 NOTICES

19.01 Mailing Requirements: All notices required to be given under the terms of this Agreement or any applicable law shall be served either (a) personally during regular business hours; (b) by facsimile during regular business hours; or (c) by certified or registered mail, return receipt requested, placed in a sealed envelope with postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be addressed to the Executive Director, Forest Preserve District of Kendall County, 110 W. Madison Street, Yorkville, IL 60560, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204, or such other place as may be designated in writing by the Executive Director. Notices served upon the LICENSEE shall be addressed to the Sunrise Center, Inc., - Sunrise Center North 23061 South Thomas Dillon Drive, Channahon, Illinois 60410. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

20.00 CONFLICT OF INTEREST

20.01 Financial Interest: Both parties affirm no DISTRICT officer or elected official has a direct or indirect pecuniary interest in LICENSEE or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in LICENSEE or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

21.00 PROHIBITION OF RECORDATION

21.01 Filing with Recorder of Deeds: This Agreement shall not, or shall any copy thereof or any statement, paper, or affidavit in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Kendall County, Illinois, or in any other public office by the LICENSEE or anyone acting for the LICENSEE, and if the same be so filed, this Agreement, at the option of the DISTRICT, may be terminated, and the DISTRICT may declare such filing a default of this Agreement.

22.00 PERMITS AND LICENSES

22.01 Alcoholic Beverages: DISTRICT ordinances provide that alcoholic beverages may be possessed and consumed in connection with the Ellis House and Equestrian Center only when food is dispensed for consumption on the Ellis House premises. LICENSEE will at all times during the term of this Agreement and any extension hereof comply with all DISTRICT ordinances and with all state and local laws and see that each caterer engaged for service by the LICENSEE has secured and maintained all liquor and food dispensing licenses and permits that may be required by law and the ordinances of Kendall County.

23.00 LICENSE NOT LEASE: The parties acknowledge that this agreement is a license agreement and not a lease. If a court of competent jurisdiction interprets or declares this document to be a lease the leasehold shall terminate twenty four hours after such interpretation or declaration and the leasehold shall be extinguished contemporaneous with such termination.

24.00 ENTIRE AGREEMENT

24.01 Entire Agreement: This document constitutes the entire Agreement between the parties for the operation of the LICENSED PREMISES and LICENSEE'S programs. All other agreements, promises and representations with respect thereto are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document and the exhibits attached hereto. 24.02 Modifications: This document may be modified only by further written agreement specifically referring to this Section. Any such modification shall not be effective unless approved and executed by the LICENSEE'S Board of Trustees and, in the case of the DISTRICT, until approved by the Board of Commissioners and executed by the President thereof.

25.00 **CHOICE OF LAW AND VENUE:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the

venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

26.00 COUNTERPARTS: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

27.00 AUTHORITY TO EXECUTE AGREEMENT: The DISTRICT and LICENSEE each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 15th day of March, 2016.

KENDALL COUNTY FOREST
PRESERVE DISTRICT
A body corporate and politic
110 W. Madison Street
Yorkville, IL 60560

SUNRISE CENTER, INC. –
SUNRISE CENTER NORTH
An Illinois Not-for-Profit Corporation
23061 South Thomas Dillon Drive,
Channahon, IL 60410

By: _____
Jeff Wehrli, President

By: _____

Title: _____

Attest: _____
Elizabeth Flowers, Secretary

Attest: _____

Title: _____

**Exhibit 1: Agreement #16-03-003:
Sunrise Center, Inc. – Sunrise North License Area
Baker Woods Forest Preserve – Ellis House and Equestrian Center**

1. License Agreement Area – Ellis House and Equestrian Center



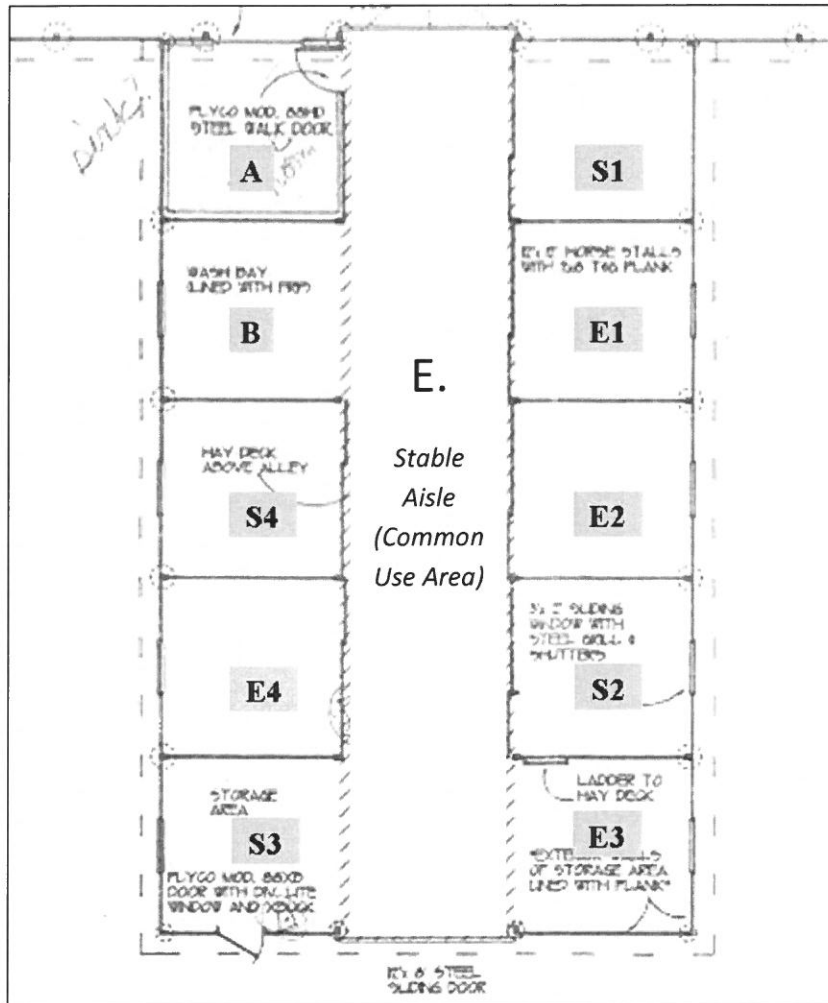
2. Defined Licensed Areas



- A. Main Parking Lot
- B. Overflow Parking Lot
- C. Horse Stable
- D. Main Arena
- E. Outdoor Arena
- F. Pasture Areas and Feed Lot
- G. Ellis House – Main Office and Classroom Area
- H. Horse Manure Staging Area
- I. Event Areas: Ellis House and Event Tent
- J. Storage Barn

3. Horse Stable – Assigned Stalls

To Indoor Arena



To Ellis House Grounds

- A. Current Viewing/Tack Room
- B. Proposed Shared Tack Room
- C. S1-S4 – Licensed Horse Stalls
- D. E1-E4—District Horse Stalls
- E. Stable Aisle (Common Use)

RESOLUTION NO. 16-03-004

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR PROFESSIONAL SERVICES TO COMPLETE REPAIRS TO THE MEADOWHAWK LODGE PORTICO BETWEEN THE FOREST PRESERVE DISTRICT OF KENDALL COUNTY AND WIGHT & COMPANY, INC.

WHEREAS, the District owns Meadowhawk Lodge located in Hoover Forest Preserve; and

WHEREAS, the District has determined that it is reasonable, necessary and desirable to obtain the services of a professional firm specializing in facility design and construction to coordinate inspections and repairs of the Meadowhawk Lodge portico; and

WHEREAS, the District has had a satisfactory relationship with Wight & Company, Inc. (hereinafter the "Contractor"), as provided for in the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.*; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth in the attached Proposal.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kendall County as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The President is hereby authorized to sign, and the Secretary is hereby directed to attest, the Contract between the District and Contractor titled "Contract No. 16-03-004 for Professional Services to Complete Repairs of Meadowhawk Lodge Between the Forest Preserve District of Kendall County and Wight & Company, Inc.," which is attached hereto and made a part of this Resolution as Exhibit 1.
3. The President, Executive Director and Attorney for the District are hereby authorized to take such action as may be necessary to carry out the terms of said Contract.
4. The Secretary is hereby directed to transmit two certified copies of this Resolution to the Executive Director.

PASSED AND APPROVED by the President and Board of Commissioners of the Forest Preserve District of Kendall County this 16TH day of March, 2016.

APPROVED:

Jeff Wehrli, President

ATTEST:

Elizabeth Flowers, Secretary

CONTRACT NO. 16-03-004

A PROFESSIONAL SERVICES CONTRACT TO COMPLETE REPAIRS OF MEADOWHAWK LODGE BETWEEN THE FOREST PRESERVE DISTRICT OF KENDALL COUNTY AND WIGHT & COMPANY, INC.

THIS CONTRACT is made and entered into by and between the FOREST PRESERVE DISTRICT OF KENDALL COUNTY, a body politic and corporate (hereinafter the "District"), and Wight & Company, Inc., an Illinois Corporation (hereinafter the "Contractor").

WHEREAS, the District owns Meadowhawk Lodge located in Hoover Forest Preserve; and

WHEREAS, the District has determined that it is reasonable, necessary and desirable to obtain the services of a professional firm specializing in facility design and construction to coordinate repairs and inspections of the Meadowhawk Lodge portico; and

WHEREAS, the District has had a satisfactory relationship with Wight & Company, Inc. (hereinafter the "Contractor"), as provided for in the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.*; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth in the attached Proposal.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Contractor shall perform the services described in its proposal dated **February 24, 2016**, which is attached hereto and incorporated herein as **Exhibit B**. Contractor represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional Contractors under similar circumstances at the time the services are performed.

Where this Agreement is inconsistent with any provision of **Exhibit B** this Agreement shall control.

2. Compensation. The District, as compensation, agrees to pay the Lump Sum Fee as provided for in **Exhibit B**.

3. Additional Services. Contractor shall perform only those services specified herein. In the event Contractor or the District determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the District.

4. Hold Harmless and Indemnification. Contractor shall defend, hold harmless and indemnify the District, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Contractor in performing the services provided for in this Contract or the negligent acts, errors,

omissions or intentional acts or omissions of any agent, subcontractor or Contractor hired to perform any service on behalf of Contractor. The obligation on the part of the Contractor to defend, hold harmless and indemnify the District shall survive the expiration or termination of this contract.

5. Insurance. Unless otherwise authorized in writing by the District's Executive Director, Contractor and each of its agents, subcontractors and Contractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Contractor and, where appropriate, the District against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the District.

Contractor shall procure, maintain and keep in force for the term of this Agreement policies of property, liability and if applicable, workers' compensation and employer's liability insurance. Such policies shall be issued by companies authorized to do business in the State of Illinois and approved by the District. All policies shall be occurrence policies. Claims made policies are unacceptable. All policies shall be primary and not require contribution from the District's policies. No self-insured reserves shall be allowed except as approved in writing by the Executive Director of the District. All liability and workers' compensation policies must include a waiver of subrogation in favor of the District. The District shall also be designated as the certificate holder.

The insurance coverages shall include, but not necessarily be limited to, the following:

- a) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall provide coverage for all liability for bodily injury, sickness, death and property damage arising from activities conducted.
- b) Comprehensive motor vehicle liability insurance with limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit covering Contractor's owned, non-owned and rented vehicles.
- c) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. The umbrella insurance shall provide coverage in excess of the insurance specified in subsections (a) and (b) above.
- d) Workers' compensation and employer's liability insurance, including coverage for occupational diseases, covering all of the Contractor's employees who perform work on the District's property and facilities. Limits for the workers' compensation coverage shall be those required by the applicable workers' compensation statutes for the State of Illinois. Limits for the employer's liability coverage shall be not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

Contractor shall obtain endorsements specifically naming the District as an additional insured in the amounts specified. The endorsements shall protect and inure to the benefit of the District and its representatives including, but not limited to, its agents, officers, elected officials, and employees.

Contractor shall furnish the District with a certificate of insurance for each policy required herein. In addition, when requested by the District, Contractor shall furnish copies of the actual policies and endorsements showing the coverage enumerated herein to be provided by the Contractor. Any such certificates and policies shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or companies to the District. The District's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement.

6. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and with all District ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract.

7. Control of Services. The District shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Contractor of the services in this Contract.

8. Termination of Contract. If Contractor fails to perform according to the terms set forth herein, the District may terminate this Contract upon seven days' written notice to Contractor. This Agreement may be terminated by the District without cause upon seven days written notice. In the event of a termination, the District shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. The written notice required under this paragraph shall be either (a) served personally during regular business hours; (b) served by facsimile during regular business hours; (c) served by certified or registered mail, return receipt requested, addressed to the address listed at the end of this contract with postage prepaid and deposited in the United States mail or by e-mail sent to the Contractor's Project Manager. Notice served personally, by facsimile transmission or email shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. Contractor shall provide the District with its Project Manager's e-mail address upon its execution of this Agreement.

9. Recovery of Costs. In the event the District is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the District shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.

10. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Contractor in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the District and shall not be utilized by Contractor in any manner on other projects or distributed to third parties without the prior written consent of the District. In addition, any information provided by the District to Contractor in connection with Contractor's performance of the services provided for herein and all information associated with Contractor's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the District. The parties acknowledge the importance and necessity of this provision due to the confidential nature of the above defined information. In the event that Contractor shall breach this provision,

said breach will cause the District to incur damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by District for actual damages. Therefore, the parties agree that liquidated damages represent a fair, reasonable and appropriate estimate of damages. Accordingly, in lieu of actual damages for a breach of this provision, the Contractor agrees that liquidated damages may be assessed and recovered by the District as against Contractor in the event of breach of this provision. The District shall not be required to present any evidence of the amount or character of actual damages sustained or reasons thereof. Therefore, Contractor shall be liable to District for payment of liquidated damages of \$5,000.00 for any breach of this confidentiality provision. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and the Contractor shall pay them to District without limiting District's right to terminate this agreement for default as provided elsewhere herein.

11. FOIA. Contractor agrees to furnish all records related to this Agreement and any documentation related to the District required under an Illinois Freedom of Information Act (ILCS 140/1 et/ seq.) (hereinafter, "FOIA") request within five business days after District issues notice of such request to the Contractor. Contractor agrees to not apply any costs or charge any fees to the District regarding the procurement of records required pursuant to a FOIA request except it may request and shall be paid fees authorized by the FOIA. Contractor agrees to defend, indemnify and hold harmless District and agrees to pay all reasonable costs connected therewith (including but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for District to defend any and all causes of action, disputes, prosecutions, or conflicts arising from Contractor's failure to furnish all documentation related to a request within five days after the District issues notice of request that District utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all cost connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to District.

12. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

13. Choice of Law and Good Faith. This Contract shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois. All terms of this agreement are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

14. Time is of the essence of this Agreement. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs (including but not limited to witness fees) from the non-prevailing party as ordered by a court of competent jurisdiction. In addition, the Contractor shall execute and complete all work as set forth in the quotes,

specifications and agreement of the parties in the best and most workmanlike manner. Final payment is to be made only when the work is completed in accordance with the quote, specifications and agreement of the parties in such a best and most workmanlike manner as determined in the sole discretion of the District.

15. Assignment. The contractor may not assign this agreement without the written consent of the District.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 16th day of March, 2016.

FOREST PRESERVE DISTRICT
OF KENDALL COUNTY
110 W. MADISON STREET
YORKVILLE, IL 60560

WIGHT & COMPANY, INC.
2500 N. FRONTAGE ROAD

DARIEN, IL 60561

BY: _____
Jeff Wehrli, President

BY: _____
Mark Wight, President, Wight & Company, Inc.

ATTEST: _____
Elizabeth Flowers, Secretary

ATTEST: _____
Ken Osmun, President
Wight Construction Services, Inc.

Meadowhawk Lodge
11285 Fox Rd, Yorkville, IL 60560



February 24, 2016

Budget		
Demolition		
- Remove existing wood fascia and dispose offsite		
Subtotal		\$850
Masonry		
- Remove 2 masonry stone caps at tops of columns and allow for structural engineer review.		
- Reinstall stone caps following inspection.		
Subtotal		\$2,100
Carpentry		
- Install new wood fascia around beam.		
- Include lifts as required.		
Subtotal		\$3,980
Finishes		
- Paint wood fascia to match existing.		
- Reinstall existing sign.		
Subtotal		\$2,200
Subcontractor Subtotal		\$9,130
General Conditions	\$	2,200.00
OH&P Fee	\$	1,000.00
Overall Construction Total		\$12,330

Exclusions/Clarifications	Item Total
We do not include costs for steel replacement. Wight & Company's structural engineer will review column connections to ensure there is no damage prior to reinstalling stone caps.	
We did not include any costs for permit fees.	
We do not include any costs for a P&P Bond.	
All labor to be prevailing wage.	
No overtime has been included. It is assumed that trades will be working standard hours.	